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ETAS ID: TM352837

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|------------------------|
| Bank of Montreal | | 01/28/2014 | chartered bank: CANADA |

RECEIVING PARTY DATA

| Name: | Pharmedium Services, LLC |
|-----------------|-------------------------------------|
| Street Address: | 150 North Field Drive, Suite 350 |
| City: | Lake Forest |
| State/Country: | ILLINOIS |
| Postal Code: | 60045 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark | | |
|----------------------|----------|---------------------------------|--|--|
| Registration Number: | 4322851 | PHARMEDIUM | | |
| Registration Number: | 3445636 | PHARMEDIUM | | |
| Registration Number: | 3196662 | FAR EASIER FAR SAFER PHARMEDIUM | | |
| Serial Number: | 85444793 | CHECK + CONNECT | | |
| Serial Number: | 85401523 | CERTIMED | | |
| Serial Number: | 85444785 | CAPTURING CARE | | |

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Nick S. Kaluk III, Esq. Address Line 1: 919 Third Avenue

Address Line 2:Debevoise & Plimpton LLPAddress Line 4:New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 24690-1001 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Nick S. Kaluk III |
| SIGNATURE: | /Nick S. Kaluk III/ |
| DATE SIGNED: | 08/26/2015 |

Total Attachments: 5

source=Term and Release Security Interest_TM_executed#page1.tif source=Term and Release Security Interest_TM_executed#page2.tif source=Term and Release Security Interest_TM_executed#page3.tif source=Term and Release Security Interest_TM_executed#page4.tif source=Term and Release Security Interest_TM_executed#page5.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of January 28, 2014, from BANK OF MONTREAL, a Canada chartered bank having a principal place of business at 115 S. LaSalle Street, 17th Floor, Chicago, Illinois 60603, as administrative agent (the "Agent") for all the Lenders party to the Credit Agreement (as hereinafter defined), to PHARMEDIUM SERVICES, LLC, a Delaware limited liability company having a principal place of business at Two Conway Park, 150 North Field Drive, Suite 350, Lake Forest, Illinois 60045 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of December 21, 2012, among the Agent, the Grantor, PHARMEDIUM HEALTHCARE CORPORATION, GENERAL ELECTRIC CAPITAL CORPORATION and FIFTH THIRD BANK (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Trademark Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of December 21, 2012, among the Agent, the Grantor and PHARMEDIUM HEALTHCARE CORPORATION (as amended, supplemented, restated or otherwise modified from time to time, the "Guaranty and Security Agreement") and, in connection therewith, that certain Short Form Trademark Security Agreement, dated as of December 21, 2012 (the "Trademark Security Agreement"), made by the Grantor in favor of the Agent, a lien on and security interest in certain Trademark Collateral (as hereinafter defined) (the "Security Interest") was granted by the Grantor to the Agent; and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 26, 2012, at Reel 004928, Frame 0610; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Trademark Collateral</u>: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the following Collateral of the Grantor:
- all of its trademarks and trademark applications, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- 1.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- 1.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.
- 2. <u>Release of Security Interest</u>: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Agent shall execute, acknowledge, procure and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF MONTREAL

as Agent

By: / Name:

Title:

OFFICIAL SEAL DAVID MARTIN

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES AUG. 03, 2015

ACKNOWLEDGMENT

| State of Illinois |
|--|
| County of |
| |
| |
| |
| This instrument was acknowledged before me on Janua 24th, 2014 |
| (date) by Grea Signille (name/s of person/s) as officer |
| (type of authority, e.g., officer, trustee, etc.) of Bro-+bacis (name of |
| party on behalf of whom instrument was executed). |
| |
| (SIGNATURE AND SEAL OF NOTARY) |
| |
| OFFICIAL SEAL |
| DAVID MARTIN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES AUG. 03, 2015 |
| Commence of the second |

SCHEDULE I

Trademark Registrations

| <u>TRADEMARK</u> | App. No. | Filing Date | Reg. No. | Reg. Date |
|------------------------------------|------------|-------------|-----------|------------|
| PharMEDium PHARMEDIUM & DESIGN | 85/415,879 | 09/06/2011 | 4,322,851 | 04/23/2013 |
| PHARMEDIUM | 76/585,525 | 04/07/2004 | 3,445,636 | 06/10/2008 |
| FAR EASIER FAR SAFER PHARMEDIUM | 78/833,499 | 03/09/2006 | 3,196,662 | 1/9/2007 |
| CHECK + CONNECT | 85/444,793 | 10/11/2011 | | |
| CERTIMED | 85/401,523 | 08/18/2011 | | |
| CAPTURING CARE | 85/444,785 | 10/11/2011 | | |

24031225v06

RECORDED: 08/26/2015